

General terms and conditions of Berlitz Luxembourg SARL – valid as of 01.01.2014**1. Validity of standard terms and conditions**

1.1. The following general terms and conditions (“GTC”) of Berlitz Luxembourg SARL, 89-93, Grand-Rue, L-1661, Luxembourg (hereinafter “Berlitz”), shall apply as a binding basis for all contractual relationships between Berlitz and the consumers and entrepreneurs which make use of the offers of Berlitz (hereinafter also referred to jointly as “users” or “customers”). A “consumer” is defined as any natural person who enters into a legal transaction for a purpose that does not correspond with their independent professional work. An “entrepreneur” is defined as any natural person, legal person or business partnership who or which in entering into a legal transaction does so in exercise of his or its trade, business or profession. Regulations of these GTC which are expressly designated as applying to entrepreneurs shall not apply to consumers.

1.2. Certain services and/or products of Berlitz can be subject to separate contractual and/or registration conditions as a result of which the regulations of these GTC are supplemented. These are referred to separately as applicable in connection with a given service or product. Such separate, special conditions which vary from these GTC shall take precedence over the regulations of these GTC.

1.3. The contract partner (and user of these GTC) is Berlitz Luxembourg SARL, 89-93, Grand-Rue, L-1661, Luxembourg, Luxembourg unless another contract partner is expressly designated in special offers.

1.4. The contract language is French.

1.5. Conditions of purchase and other terms and conditions of commercial customers only apply if and insofar as their validity has been explicitly recognized by Berlitz in writing.

2. Conclusion of contract

2.1. If nothing else has been stipulated in these GTC for special offers, the offers from Berlitz on the internet and catalogs constitute binding offers to the customer to conclude a corresponding contract with Berlitz. The customer can accept these offers by placing an order. When an order is placed on the internet, the contract is concluded when the customer’s order is sent to Berlitz.

2.2. Products in the Berlitz webshop can be seen in greater detail and with no obligation to purchase by clicking on the product name or on “Details”. The customer can place the product in the customer’s shopping cart by clicking “In the shopping cart”. The contents of the shopping cart can be viewed at any time and with no obligation to purchase by clicking “Shopping cart”. Products can be removed from the shopping cart by clicking “Remove” or changed while in the shopping cart by clicking “Update”. If the customer would like to buy or book all the products in the shopping cart, the customer should click “Continue” on the “shopping cart” page. Then the customer should enter his personal data and select the means of payment. Finally, the customer should click on “Check and book” in order to check that all information has been entered and make any

necessary corrections, delete and/or change data. Input errors can also be corrected by navigating backwards through the browser or aborting the order and starting from scratch. The customer must accept the GTC and click on “Payment” to complete the order. By doing this the customer sends the order to Berlitz. The customer will then receive an order confirmation via email.

2.3. Berlitz stores the order and the order data that has been entered. The customer can access the order, including the GTC through the order confirmation sent by email. The customer can also print both the order and the GTC before sending the order to Berlitz.

2.4. Furthermore, beyond the online order option via www.Berlitz.lu, a customer can also conclude a Berlitz instruction contract by signing it in a Berlitz centre or sending the signed contract to a Berlitz centre by mail, fax or email, whereby this contract is provided by Berlitz and likewise provides for exclusive application of these GTC. Written instruction contracts state and describe the course or service being booked.

2.5. Times and appointments stated by Berlitz are agreed subject to availability of appropriate instructors. When an instructor is unable to keep an appointment, Berlitz try to find a substitute. Customers do not have the right to be taught by a particular instructor. If lessons or programs are missed, Berlitz shall offer substitute lessons and programs accordingly. Berlitz agrees that if this is not possible in a particular case, Berlitz shall notify the customer at once and upon completion of the program reimburse the customer for any and all lessons that have been paid for but not completed. A change of instructor can be part of the Berlitz method and does not entitle the customer to withdraw from the contract or cancel it. Berlitz is not liable if the customer fails to achieve a particular level of learning and educational success. The statements by Berlitz about the lessons needed to achieve a particular instructional objective are based on many years of experience and can differ from what is actually required in an individual case.

3. Revocation rights for distance selling contracts**Information about rights of revocation****Rights of revocation**

You can revoke your declaration of a contract in writing (e.g. letter, fax, email) within 14 days and without stating any particular reason. The revocation period begins when this information is received in writing, but not before the contract has been concluded and also not before we have fulfilled our obligation to provide information. To comply with the deadline it suffices to send the declaration of revocation by the deadline. The declaration of revocation is to be directed to:

Berlitz Luxembourg SARL
89-93, Grand-Rue
L-1661, Luxembourg, Luxembourg,
Fax: +352 - 26 97 60 75
Email: info@berlitz.lu

General terms and conditions of Berlitz Luxembourg SARL – valid as of 01.01.2014**Consequences of revocation**

In the event of an effective revocation, the goods and services received by each party are to be returned and any benefits that have been derived from them (e.g. interest) are to be surrendered. If you are not able to return the goods and services that have been received and surrender the benefits that have been derived (e.g. benefits of usage) or are only partially able to do so or can only return the goods and services and surrender benefits in deteriorated condition, then you must pay compensation for loss of value. This can lead to an obligation on your part to fulfill your contractual payment obligations for the period of time until your declaration of revocation. All obligations to make or refund payments must be fulfilled within 30 days. This period begins for you on the day on which you sent your declaration of revocation and it begins for us on the day on which we received or should have received it.

Special remarks

Your right of revocation expires prematurely if the contract had been fulfilled by both parties at your explicit request prior to your sending the declaration of revocation.

End of this information about rights of revocation

The foregoing right of revocation applies only to consumers and not to entrepreneurs. Moreover, the foregoing right of revocation applies to consumers only in the context of so-called distance selling contracts, i.e. contracts for the supply of goods or the rendering of services which are entered into between an entrepreneur and a consumer solely by the use of means of distance communication, unless the contract is not concluded in the context of a sales or service rendition system organized for distance selling. Distance communication means are means of communication which can be used to prepare or conclude a contract between a consumer and an entrepreneur without simultaneous bodily presence of the contracting parties, including but not limited to letters, catalogs, telephone calls, telecopies, emails, radio, teleservices, and media services. The regulations pertaining to distance selling contracts are, among other things, not applicable to contracts on distance instruction, nor are they applicable to contracts for the rendering services in the areas of accommodation, transportation, delivery of food and beverages or structuring of leisure time, provided that the entrepreneur commits itself to rendering its services at a particular time or within a precisely stated period of time when the contract is concluded.

4. Statements of prices and payment conditions

4.1. Berlitz services and products are charged at the prices that applied when the order was placed. The prices stated for instruction and instructional materials are subject to the condition that the customer can be placed in an appropriate course. The prices can change if this placement differs from the customer's actual needs.

4.2. The prices stated on www.Berlitz.lu and in Berlitz catalogs exclude statutory value added tax insofar as this tax is

chargeable for the service or product in question. Language instruction is not exempt from value added tax in Luxembourg meaning value added tax is charged in this case.

4.3. The applicable prices are derived from the description of the service or product on www.berlitz.lu. The user agrees to pay this price. Payment is due when the service or product is ordered.

4.4. Payment in the online shop can be made by direct debit to the customer's bank account or by credit card. Payment in the Berlitz center can be made only by direct debit or in cash.

5. Special conditions for live instruction and the Berlitz Virtual Classroom**5.1. Conditions for instruction**

A lesson has a duration of 40 minutes. Each lesson is followed by a five minute break. The customer agrees that an educational specialist employed by Berlitz may visit a lesson for purposes of quality control.

5.2. Payment conditions

Berlitz charges a registration fee of 55.00 Euros for each individual tuition contract for personnel and administrative expenses. No registration fees are charged for language instruction booked through www.Berlitz.lu or for the Berlitz programs for kids and teens between the ages of 4 and 17 years.

The customer is obliged to pay the tuition costs stated in the offer as well as the registration fee, as applicable, on or before the beginning of the first lesson unless the instruction was booked online and other payment dates apply. In the case of an installment payment agreement, the first installment shall be due at that time. The remaining installments are automatically due every 4 weeks commencing on the date of booking. Payment for all instructional materials shall be due immediately upon receipt of the materials. The contract concluded between the customer and Berlitz also serves as a (recurring) invoice. Separate invoices are always issued for commercial customers; otherwise a separate invoice shall be issued at the customer's express demand. Incoming payments are always set off against the oldest receivable insofar as nothing else was specified at the time of payment. If the customer allows the contract to rest for more than 6 months in that the customer does not take any lessons, then Berlitz is entitled to bring the prices in the contract in line with the current prices. The customer shall be informed accordingly by the Berlitz center management. Lessons that have been paid for but not taken shall be deemed to have been forfeited 1 year after the end of the year in which the right to take the lessons in question began.

5.3. Total Immersion / Private Instruction / Berlitz Happy Hour

The customer's individual instruction schedule is drawn up by the customer and the management or reception desk of the Berlitz center, and not between the customer and the instructors. If the customer is unable to attend a lesson that has been scheduled, the customer is obliged to notify Berlitz center management by latest 2pm on the day before the scheduled lesson. If this lesson is to be held on a Monday, the customer must provide notification

General terms and conditions of Berlitz Luxembourg SARL – valid as of 01.01.2014

to this effect by latest 2pm on the Friday before. In the case of a lesson via Berlitz Virtual Classroom, notification of inability to attend must be received by latest 1pm on the previous day. If the customer does not keep an appointment for instruction without cancelling by this deadline, the lesson will be charged. Lessons that have not been taken but have been paid for can be transferred by the customer to third parties in a written notification to the Berlitz center.

Cancellation of a Total Immersion is possible up to 2 weeks in advance. Running Total Immersions can not be cancelled.

When "Berlitz Happy Hour" individual instruction is booked, this instruction must be taken in a Berlitz center at the following times: Monday to Friday from 10:00 – 12:00 or from 14:00 to 16.30.

5.4. Group Instruction

The starting times correspond to the information on www.Berlitz.lu and the Berlitz catalogs. Berlitz may move any customer into another group for pedagogical reasons if this seems to improve the learning process of the group or of the individual customer. Cancellation is free of charge if it is made in writing at least 4 weeks before instruction begins. If the cancellation notice for a group course is received at a later date but before the first lesson begins, a cancellation fee of 20% of the instruction fee shall be charged. If the cancellation notice for a crash course (at least 20 lessons per week) is received at a later time, but at least 5 days before the first lesson begins, the cancellation fee shall be 50% of the instruction fee; otherwise, if the cancellation notice is received before the first lesson begins the cancellation fee shall be 70% of the instruction fees.

The following applies in the case of a course which has already begun. If the customer is unable to take part in a lesson (for example due to illness, holiday or professional obligations), the instruction fees must be paid. The contract can be cancelled with a notice period of 4 weeks effective at the end of a month but at the earliest after the first three months of the course.

Cancellation without notice, either by the customer or by Berlitz, is possible only if there is good reason. If the customer does not comply with the payment obligations and is thus in default, then Berlitz is entitled to cancel the contract without notice. Cancellation notice must be made in writing to be effective. If the customer continues to participate in lessons following the expiry of the agreed duration of instruction, then this shall be deemed to be an extension of the contract in accordance with the contractual conditions that were valid at the time of renewal.

Minimum number of participants in a group:

Each group has a minimum number of participants. If this number is not reached, the number of lessons required is reduced whilst the payment conditions remain unchanged (flexible lesson adjustment). The number of lessons refers to a Berlitz level in each instance.

Berlitz is entitled to dissolve a group or reduce the number of hours of group instruction if the minimum number of participants

is not reached. If Berlitz dissolves a group, Berlitz is obliged to return the fees paid for lessons that were not held.

The following rule applies to group courses for kids and teens. If a child disrupts a course in a way that prevents the other children from participating in a lively, play lesson, then the course instructor is entitled to refuse this child future participation in the children's program. In this case, all course fees for future lessons that have not been used but have already been paid for shall be reimbursed by Berlitz.

5.5. Corporate Group

The group size shall be a maximum of 10 participants. The conditions of "Individual Instruction Premium" apply to the entire company internal group.

5.6. Cancellation, reimbursement claims

The instruction programs listed in item 5.3 can be cancelled in writing at the latest by 2pm on the day before the scheduled lesson or, in the case of instruction in the Berlitz Virtual Classroom, at the latest by 1pm on the day before the scheduled lesson. In these cases the customer may demand reimbursement of course fees for lessons that have been paid for but have not been taken. This applies to lessons which would have had to be taken after expiry of the cancellation deadline.

Separate or differing written agreements between the customer and Berlitz are possible. Reimbursement of fees for lessons that have been paid for but have not been taken is excluded after expiry of the statutory limitations period. Reimbursement of the costs for teaching materials that have been paid for and delivered and reimbursements of registration fees shall also be excluded.

6. Special conditions for training in the area of intercultural competence and management competence**6.1. Seminar fees**

The participation fee shall be due following receipt of the invoice and shall be paid at least 14 days before the seminar begins. This fee covers the costs for all seminar documents in addition to the seminar itself. In the case of open seminars the fee also covers the costs for snacks and beverages during the breaks. In the case of full day seminars it also includes lunch.

6.2. Cancellations and rebooking

In the case of cancellation at least 3 weeks (21 days) before a seminar begins, a processing fee of 178.50 Euros inclusive of the statutory value added tax shall be charged. If the cancellation notice is received at a later date, the entire participants' fee shall be charged. The cancellation notice must be provided in writing to be effective. The customer may provide substitute participants at any time.

Free rebooking from one seminar to another comparable seminar is possible only up to 3 weeks (21 days) before the seminar begins and then only with the consent of Berlitz, provided that enough open, non-reserved places are still available for the new seminar. Fees that have already been paid are credited to the new seminar. A processing fee of 59.90 Euros inclusive of statutory value added tax shall be charged for each rebooking made less than 3 weeks

General terms and conditions of Berlitz Luxembourg SARL – valid as of 01.01.2014

(21 days) before the event begins. Rebooking is no longer possible on or after the first day of the event. The customer does not have any rights to rebooking. If a rebooking is not possible, then the rules for cancellation apply.

6.3. Accommodation and subsistence costs

If the offer from Berlitz does not provide for some other arrangement each participant shall be responsible for his or her own accommodation and subsistence costs.

6.4. Cancellation of a seminar / changes to a seminar program

Berlitz reserves the right to cancel any seminar, for example due to a speaker cancellation or due to an insufficient number of participants. Berlitz shall undertake to inform the participants of cancellation or necessary changes to the seminar program without delay and in time before the event begins. In the event of a cancellation, Berlitz will reimburse, or, at the request of a participant, issue a transfer card for the fees that have already been paid. This transfer card allows to participate in the seminar at another date or in a different seminar. Price differences shall be balanced accordingly, i.e., a difference in the customer's favor shall be reimbursed by Berlitz and a difference in Berlitz's favor shall be paid by the customer 14 days before the new seminar begins. Further claims are excluded unless these are based on intentional or grossly negligent conduct on the part of employees or other vicarious agents of Berlitz.

In exceptional cases, Berlitz shall reserve the right to make reasonable changes to the seminar program, the seminar dates, the choice of speakers and the place where the seminar is held. In such a case, Berlitz shall immediately notify the participants.

7. Special conditions for Berlitz e-learning, blended learning and private instruction via telephone**7.1. General**

In this product segment, Berlitz offers courses which are conducted by telephone and/or via the Internet (also called "services" in this section).

7.2. Participants

When placing an order, the customer states the names of the participants and assures Berlitz that these persons are aware of these GTC and shall adhere to them. The customer also expressly agrees to protect all access data and passwords in the customer area in such a way that unauthorized use of Berlitz services by third parties is impossible. Only those persons shall be granted access to an online offer who have been assigned a user name and a personal password. Berlitz does not grant its customers reimbursement for any licenses that are rarely used or not used at all.

7.3. Changes to the contract, reorganization of the course

Reorganization of telephone courses (change of course contents, of language or other similar changes) or assignment of course units to another course participant is possible at any time at the customer's request. Such a change is charged to the customer for the equivalent value of two telephone courses.

A license can only be transferred to another participant if the original participant has not yet used the license.

7.4. Responsibility for technical prerequisites

Every participant is responsible for having use of a computer and telephone connection that are in good working order and for keeping them serviced properly. Each participant carries the cost for the Internet connection needed to access Berlitz services. Berlitz accepts no warranty whatsoever that the services offered by Berlitz can actually be used with the computer or telephone of the participant.

7.5. Terms of payment and duration of training

The price of telephone courses that have been booked through the NetPlanning organizational platform covers the costs of telephone calls to land line connections in Europe, the United States of America and Canada. The customer will be invoiced for any additional costs arising for courses in other regions or countries. These additional costs are calculated in accordance with the rates charged by the relevant telephone provider used by Berlitz and are stated on the Berlitz cost estimates and invoices. Interim changes in these rates are passed on to the customer.

In the event of a default in payment, Berlitz can suspend continuation of all ongoing orders without prejudice to exercising other rights.

The agreement concerning a purchased license for e-learning / blended learning takes effect on the date on which the agreement is signed by the customer, or, in the case of an online-booking by the customer, at the time the order is sent to Berlitz by the customer. This agreement is then in effect specified by the contract at the very latest until the end of the course. In the case of individual instruction by telephone, this training cannot go beyond December 31 of the year following the year in which the customer signed the contract or received the order confirmation from Berlitz. Berlitz and its customers shall work to ensure that the courses take place during the period recommended by Berlitz for pedagogical reasons.

7.6. Courses via internet (e-learning and/or blended learning) – system requirements

The customer and its participants can access their course program 24/7 through the internet with their user name and personal password from any computer that is equipped with Internet access; the software Flash Player Version 9 or higher; any of the web browsers Internet Explorer 7 or higher, Firefox 3 or higher, Chrome 9 or higher, Safari 4 or higher; and the operating systems Windows XP, Windows Vista, Windows 7, or Mac OS X 10.4 or higher. The Berlitz programs do not work or work only with restrictions using the Netscape browser. The customer's computer must also be equipped with a sound card (sound blaster compatible), earphones or a loudspeaker, and a microphone to ensure ideal usage, in particular usage of the multimedia functions in relation to the participant's ability to hear. .

The customer shall assume responsibility for the necessary technical equipment for all participants that he/she registers. Under no circumstances whatsoever can Berlitz or any of its vicarious agents be held responsible for the working operation

General terms and conditions of Berlitz Luxembourg SARL – valid as of 01.01.2014

and maintenance of the computers in use and/or provision of computers which are properly equipped to follow the course through the Internet. The costs for the internet connection required to use the online language audit classification test, NetPlanning, courses through the Internet and/or the online retest shall be solely borne by the customer.

The online training courses which we offer through the Internet can lead the participant to call up external websites or links which are not under our jurisdiction. Berlitz cannot be held responsible for any financial losses or other damages sustained by the customer or its participants when they leave the didactic context of the Berlitz offer.

In the case of an interrupted connection for more than 48 hours on work days for which Berlitz bears responsibility, the service can be extended at the request of the customer for a corresponding period of time if the customer can prove this interruption occurred.

7.7. Organization of individual instruction via telephone

One telephone course unit takes 30 minutes and can be booked by participants at all times. They begin at the start of every half hour (e.g. 7am, 7.30am, 8am, etc.). The participants plan their courses themselves using the “NetPlanning” reservation platform provided by Berlitz.

The course instructor then calls a given participant using the landline connection specified by the participant in the reservation placed in NetPlanning. The participant may under no circumstances call his or her instructor by telephone. Under no circumstances will Berlitz provide a telephone connection for receipt of individual instruction by telephone. All customers are responsible for ensuring that the telephone systems they use for telephone courses are in good working order. If the customer is unable to participate, then the customer must cancel his/her reservation at least 6 hours before the originally agreed start of the course. This cancellation may only be performed through our NetPlanning reservation platform. If this cancellation is not performed at least 6 hours in advance, or if a course is aborted after it has begun, then this course shall be deemed to have taken place and shall be charged accordingly. In such a case an email with notification that this course has been charged shall be sent to the participant.

7.8. Termination

Licenses in the product segment of e-learning and/or blended learning cannot be terminated ordinarily. The right of Berlitz or the customer to terminate immediately for good reason shall not be affected by this. Private instruction by telephone can be cancelled pursuant to item 5.8.

8. Liability

8.1. Berlitz shall only be liable for compensation for damages in case of intention or gross negligence; however, Berlitz is also liable for negligent breach of essential contractual duties (cardinal duties), i.e. those duties for which a breach would endanger achievement of the purpose of the contract and which the other party to the contract can normally rely upon them being complied

with. However, in the case of a negligent breach of cardinal duties, Berlitz shall only be liable for foreseeable damages which are typical for this type of contract.

8.2. The above exclusions of liability shall not apply in case of loss of human life, bodily injury or damage to health. The provision of the German Product Liability Act shall remain unaffected by this clause. Exclusion or limitation of the liability of Berlitz shall also apply to the personal liability of its legal representatives, employees and other vicarious agents.

9. Publicity

Berlitz uses and processes the personal data of each customer for its own promotional purposes by sending the customer information about goods or services which are similar to those already ordered or booked by the customer. The customer may object to this use of the customer’s data at any time by sending this objection by email with subject line “Kennwort Datenschutz” to “info@Berlitz.lu”. The customer’s data shall then be deleted.

10. Closing provisions

10.1. The Luxembourg Law shall apply to the exclusion of the UN convention on the International Sale of Goods (CISG). If the customer is a consumer, this choice of law shall only apply insofar as this choice does not cause the consumer to be deprived of the protection provided by mandatory provisions of the law of the country in which he or she normally abides.

10.2. The place of jurisdiction is the legal domicile of Berlitz, i.e. Luxembourg, insofar as the customer is not a consumer but a merchant, a legal entity of public law, or special assets under public law, or the customer has relocated its residence or usual place of abode to outside Luxembourg after concluding the contract with Berlitz, or the customer’s usual place of abode is not known at the time the action is brought.

10.3. Changes and supplements to this contract must be made in writing. If any of the above provisions should prove to be ineffective, Berlitz shall be entitled to replace this provision with an effective provision that has a similar objective. If this is not possible, then the statutory provisions shall apply. The principle of the priority of individual agreements over those in GTC applies as a priority vis-à-vis consumers.

Date: September 2012

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